

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Civica LLC

2. Registration Number

7275

3. Primary Address of Registrant

18 Eagle Hill Terrace, Redwood City, CA 94062

4. Name of Foreign Principal

Embassy of the Republic of Kosova

5. Address of Foreign Principal

2175 K Street, N.W., Suite 300
Washington, DC 20037

6. Country/Region Represented

KOSOVA

7. Indicate whether the foreign principal is one of the following:

☒ Government of a foreign country¹☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) _____☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

Foreign Ministry

b) Name and title of official with whom registrant engages

Ilir Dugolli, Ambassador

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- | | |
|---|--|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

05/18/2023Illir Zherka/s/Illir Zherka

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

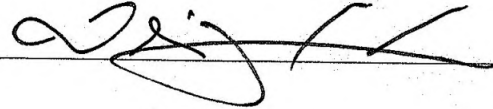
Date

Printed Name

Signature

5/18/23

I lir Zherka



U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Civica LLC

2. Registration Number

7275

3. Name of Foreign Principal

Embassy of the Republic of Kosova

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 05/20/2023
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Civica will support the Embassy of the Republic of Kosova as a consultant for a retreat they are hosting with Albanian American community leaders.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Civica will help define the objectives and deliverables of the retreat; prepare workshop materials; facilitate the retreat; and provide a report afterwards.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

05/18/2023

Ilir Zherka

/s/Ilir Zherka

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

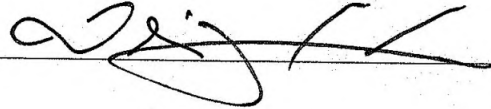
Date

Printed Name

Signature

5/18/23

I lir Zherka





CONSULTING AGREEMENT

This CONSULTING AGREEMENT ("Agreement") is made and entered into this 18 day of May 2023, by and between Civica LLC (the "Company") and Embassy of the Republic of Kosovo for Company to design and support a weekend retreat for Albanian American community leaders. The Company and Client may sometimes hereinafter be referred to as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Client desires to engage Company to provide government relations, media outreach, community engagement, and/or strategic advice and training, and Company desires to accept such engagement; and

WHEREAS, the Parties have agreed that the terms and conditions of Company's engagement with the Client shall be governed by the provisions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual obligations herein contained, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby covenant and agree as follows:

I. SCOPE OF SERVICES

The services will be set forth in a separate scope of work document, signed by both parties, determining the method, details, and means of performing the work to be carried out for the Client. Modifications to the scope of services shall require prior written approval by both Parties. Company shall obtain the approval of Client prior to the commencement of a new project and or project phase.

II. COMPENSATION AND COSTS

In consideration of the services to be performed by Company, Company shall be compensated \$35,000 (thirty-five thousand dollars). Payment of a Company invoice is due and payable by Client upon receipt. Client shall pay Company for all costs associated with services provided, including travel, transportation, materials, and meals.

III. INDEPENDENT CONTRACTOR STATUS

3.1 Intention of Parties. It is the intention of the Parties that Company be an independent contractor and not an employee, agent, joint venturer, or partner of the Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Client and either Company or any employee or agent of Company. Company shall be solely responsible for filing all federal, state and local tax returns and paying any federal, state or local income, social security or other tax levied upon or determined with respect to the compensation made to Company pursuant to this Agreement. Company shall provide for workers' compensation benefits of its employees and agents as necessary.

3.2 **Nonexclusive Engagement.** Subject to the terms hereof, Company shall retain the right to perform work for others during the term of this Agreement.

IV. **Confidential Information.**

4.1 **Handling.** Each Party shall treat any non-public information about the other Party obtained while providing services under this Agreement as confidential and shall not disclose such information to any third party without the prior written consent of the Other Party. Confidential information may pertain to, without limitation, (1) business plans, methods, and practices, (2) personnel, customers, and suppliers, (3) inventions, processes, methods, products, patent applications, and other proprietary rights, and (4) specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information. If uncertain about the confidential nature of certain information, a Party shall inquire in writing with the other Party. Each Party shall ensure that each employee, officer, director, or agent, that has access to the other Party's confidential information is informed of its confidential nature and is required to abide by the terms of this Agreement. Each Party shall promptly notify the other Party of any disclosure of confidential information in violation of this Agreement or of any subpoena or other legal process requiring the production or disclosure of confidential information.

4.2 **Excluded Non-Public Information.** Notwithstanding the above, any provided non-public information shall not be deemed confidential and a Party shall have no obligation to hold in confidence such information where such information: (i) is already known to the Party, having been disclosed to the Party by a third party without the third party having an obligation of confidentiality to the other Party; (ii) is or becomes publicly known through no wrongful act of the Party, its employees, officers, directors, or agents; (iii) is independently developed by the Party without reference to any confidential information disclosed hereunder; or (iv) is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.

4.3 **Return or Destruction.** All confidential information disclosed under this Agreement to a Party shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such confidential information on the other Party. Each Party shall honor any request from the other Party to promptly return or destroy all copies of confidential information disclosed under this Agreement and all notes related to such confidential information.

4.4 **Public Announcement Restriction.** A Party shall not, without the prior approval of other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.

4.5 **Duration of Restriction.** The Parties' obligations under this Agreement with respect to trade secrets shall remain in effect during the term of this Agreement and following the termination of this Agreement, for as long as such information shall remain a trade secret under applicable law. Their obligations under this Agreement as to other confidential information shall remain in effect during the term of this Agreement and for two (2) years following the termination of this Agreement.

V. LIMITATION OF LIABILITY

Except for injury or damage caused by Company's gross negligence or intentional wrongdoing, or injury or damage arising from the violation of the provisions in Article IV pertaining to confidential information, Company's liability to Client arising from its services shall not exceed the amount that Client has paid Company for its services under this Agreement.

VI. TERM AND TERMINATION

6.1 **Term.** This Agreement will become effective on the date first shown above.

6.2 **Termination.** This Agreement shall be terminated upon 15 days after final report is issued to Client by Company. Upon completion of services, Company shall provide and Client shall pay invoice for reasonably incurred costs.

6.3 **Survival.** In the event of any termination of this Agreement, Section 2.2, this Section 6.3, and Articles IV, V and VII shall survive and continue in effect in accordance with their terms, conditions, and obligations.

VII. GENERAL PROVISIONS

7.1 **Entire Agreement; Integration.** This Agreement supersedes all prior agreements and understandings between the Parties concerning the subject matter herein and constitutes the entire agreement between the Parties. All prior oral or written matters are deemed merged into this Agreement.

7.2 **Amendment; Waiver.** The terms and provisions in this Agreement may not be modified except by a written instrument signed by the Party or Parties against whom such modification is to be enforced. No waiver shall be effective unless in writing. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity.

7.3 **Representation; Interpretation.** This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall be construed neither in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) reference to any gender shall be deemed to include the other and the neuter; and (e) any reference to the singular shall include the plural and vice versa. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

7.4 **Severability.** If any provision of this Agreement, or its application to any person, place, or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, such provision shall be enforced to the greatest extent permitted by law, and the remainder of this

Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.

7.5 **Notices.** Any notice under this Agreement must be in writing and shall be effective upon delivery by hand or five (5) business days after deposit in the United States mail, postage prepaid, certified, or registered. Notice by facsimile or e-mail shall require an acknowledgment by the recipient. The notice should be addressed to an officer at the then-current address of the recipient. Notice of change of address shall be effective only when done in accordance with this section.

Company

18 Eagle Hill Terrace, Redwood City, CA 90462

Client

2175 K St NW #300, Washington, DC 20037

7.6 **Assignment; Successors and Assigns.** Neither this Agreement nor any part hereof or interest herein shall be assigned by Client without the prior written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, and permitted assigns. This Agreement shall not benefit any other person or entity except as specifically enumerated in this Agreement.

7.7 **Attorneys Fees.** In the event of any legal action arising under this Agreement or any asserted breach thereof by a Party, the prevailing Party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in enforcing or attempting to enforce any of the terms, covenants or conditions of this Agreement, including costs incurred prior to commencement of legal action and in any appeal.

7.8 **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, personal and legal representatives, successors, and permitted assigns.

7.9 **Damages and Remedies.** Each Party shall, in addition to any other rights and remedies available hereunder, at law or otherwise, be entitled to an injunction to be issued by any court of competent jurisdiction restraining the other Party from committing any violation of the covenants set forth in Article IV above, and the other Party hereby consents to the issuance of such an injunction upon reasonable proof to the court, without the need of a bond or a showing of actual damages.

7.10 **Further Assurances.** Each Party agrees to execute, acknowledge, seal and deliver, after the date hereof, without additional consideration, such further assurances, instruments and documents, and to take such further actions, as the other Party may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated hereby.


7.11 **Governing Law; Jurisdiction; Venue.** This Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of Washington, DC. For any action brought under this Agreement, each party agrees to submit to the jurisdiction of, and agree that venue is proper in Washington, D.C.

7.12 **Counterparts.** This Agreement may be executed in any number of counterparts and/or by facsimile or other electronic means, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

7.13 **Acknowledgment.** The Parties acknowledge that: (a) they have had the opportunity to consult counsel as to this Agreement; (b) they have read and understood this Agreement and they are fully aware of its legal effect; and (c) they are entering into this Agreement freely and voluntarily, and based on each Party's judgment and not on any representations or promises made by the other Party, other than those contained in this Agreement.

The Parties hereto have executed this Agreement as of the day and year first above written.

COMPANY: Civica



Ilir Zherka, Chief Executive Officer

CLIENT:



Ilir Dugolli, Kosovo Ambassador